Certification agreement

Ref #: R146-UK- **Date:** Click here to enter a date.

This mutual agreement has been signed between:

RACS Quality Certificates UK Ltd., a company registered under the laws of United Kingdom, having its registered office located at **The Thames Suite, Office no. 5, 133 Creek Road, Greenwich, London, SE8 3BU, United Kingdom**, hereinafter referred to as "**RACS**",

And

Company Name	
Address	

Hereinafter referred to as "**applicant**";

RACS and the applicant mentioned above together are hereinafter referred to as "**both parties**".

The purpose of this agreement is to define the terms of the Alliance. Thereby it is agreed as follows:

1. Scope of Certification

This agreement covers the following scope and certification activities:

2. Responsibilities and obligations

2.1. Responsibilities of the applicant

The applicant accepts and undertakes to:

2.1.1. Provide all documents and records which are required during certification activities including any changes communicated with RACS during and after certification process.

2.1.2. Provide information about the certified products manufactured and supplied by the applicant, complying with the requirements related to the certification process adopted by RACS including the specified schemes and standards.

2.1.3. That the products for which the certificate is granted will be produced to the same specifications as the sample that RACS found by review to be in compliance with the standards. The applicant shall immediately inform RACS of any changes to the certified product.

2.1.4. make all necessary arrangements needed by RACS to conduct evaluation, surveillance including access to all locations, equipment, personnel, clients, subcontractor's documentation and information, in addition to allowing the audit team access to applicant departments related with applicable certification scheme and to arrange, to accept receiving observers on the audit process by official accreditation bodies or from RACS whenever requested.

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2.1.5. Not to use its product certification in such a manner as to bring RACS into disrepute and does not make any statement regarding its product certification which RACS may consider misleading or unauthorized. Additionally, if the certification suspended, withdrawn, or terminated, the applicant discontinues the use of certification mark or any reference thereto on all his advertising materials, and takes action as required by RACS.

- If the applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- in making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of RACS or as specified by the certification scheme;

2.1.6. Comply with any requirements that may be prescribed in the certification scheme that relate to the use of marks of conformity, and on information related to the product. Furthermore, the applicant cannot make claims regarding certification which is not consistent with the scope of certification.

2.1.7. Bear responsibility to all complaints raised, and bear all costs resulting of this. The applicant has to keep record of all complaints made known relating to the compliance with certification requirements and to make these records available to RACS when requested with the appropriate action taken to handle such complaints.

2.1.8. Inform RACS without delay, of changes that may affect its ability to conform to the certification requirements.

2.1.9. Not to give the audit reports to third parties without permission by RACS.

2.1.10. Accept to provide without delay, additional samples whenever requested by RACS, which are not previously mentioned in case of need. (This includes either additional units from same selected sample or new samples identified by RACS for more verification.

2.1.11. Bear cost of all financial requirements related with the certification process including the different audits that might take place, including the un-announced visits that might be made by certification body to ensure proper compliance by applicant.

2.1.12. If any modification (reduction, addition or alternation) in scope of certification, happens due to the decision of RACS due to changes affecting certification done by applicant, the applicant always commits to use the last updated and approved scope of certification in all its related activities. The applicant agrees to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.

2.1.13. Not to copy the granted Halal certificate in a way that would hinder its legibility. Nor to tamper the original copies or photocopies of the Halal certificate.

2.1.14. Not to translate the certificate and/or test reports to other languages without prior review and consent from RACS.

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2.2. Responsibilities of RACS
RACS is responsible for:

2.2.1. Completing the various steps of the certification activities, including assessments, issuance of certificates, surveillance and re certification.

2.2.2. Storing all information and documents according to confidentiality and security rules.

2.2.3. assuring that the audit team members do not give any information and documents related to the applicant to third parties without getting permission from the applicant, except for legal necessities by force of law.

2.2.4. Informing the applicant on the specified information belonging to applicant which are displayed for sharing with public in any possible means by RACS (for example: website, etc.). Those information are as follows:

- Applicant details: (name, address)
- Country
- Scope of certification
- Type of certification (process/ products)
- Certificate of conformity and its No.
- Certificate issuance date
- COC expiry date
- Products listing
- Status of certification (valid, suspended, withdrawn)

3. Fees
Fees related to the activities under the scope of this agreement, is charged according to the quotation which includes a 3-year certification program sent to applicant.

- The applicant shall pay the fees to RACS on or before the due date, before conducting any audits.
- Auditors transportation and accommodation shall be organized and paid by applicant for each audit.

4. Validity of agreement
This agreement is effective upon signature of both parties. The agreement is valid until the expiry of the certificate of conformity issued by RACS and will be renewed automatically when the certificate of conformity is renewed.

5. Limitation of liability and indemnity of RACS

5.1. RACS takes all necessary measures to pay all required qualification for the performance of the services and accepts the responsibility in case of proven gross negligence.

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5.2. Nothing in the general conditions shall exclude or limit the liability of RACS to the applicant for death, personal injury, for fraud or any other matter resulting from negligence.

5.3. Total liability to the applicant in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to RACS under this agreement, the commitment to this liability responsibility is valid for one year after the date, on which RACS completes performing the service.

5.4. No liabilities due on RACS towards the applicant:

(a) For any loss, damage or expense arising from (I) a failure by applicant to comply with any of its obligations herein, (II) any actions taken or not taken on the basis of the reports; and (III) any incorrect results, reports or certificates arising from unclear, erroneous, incomplete, misleading or false information provided to RACS;

(b) For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss or damage arising from the claims of any third party, that may be suffered by the applicant; and

(c) Any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

6. Confidentiality (Non-Disclosure)

Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering or performing this agreement, and that shall be in accordance with the provisions of the applicable laws in Germany or the European union.

6.1 When the Certification body is required by law or authorized by contractual commitments to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.

6.2 Information about the client obtained from sources other than the client (e.g. complainant, regulators) shall be treated as confidential.

6.3 Both parties should take all reasonable steps to ensure that all principals, officers, agents, employees, representatives, or any other persons affiliated in any manner with the other party do not disclose, or make public, or authorize any disclosure or publication of any of the Information, and to enforce this Agreement.

6.4 To disclose the Information only to other party’s employees and agents whose responsibilities or services they render to the other party require them to know or have access to the Information in connection with the Investigation.

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Excepted from the above, government authorities like accreditation bodies and scheme owners involved in approving RACS as Conformity Assessment body, thus requiring to get documents of his clients disclosed to these bodies to evaluate the whole certification process. Such Accreditation bodies are neutral bodies.

6.5 upon any party written request, promptly return or destroy all Information in the possession or control of the other party.

7. Notices

Any amendment, notes or additions to this agreement shall result in a revised version of the agreement which shall be signed by both parties.

Should any provision of this agreement be or become invalid, the validity of the other provisions shall not thereby be affected.

8. Governance

This agreement shall be governed and construed in accordance with applicable law in Germany and EU.

9. Disputes

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of RACS. By signing this agreement, the applicant acknowledges, recognizes and accepts the procedures of handling complaints and appeals as per the system of RACS. These procedures are also described and put publicly available on the website of RACS.

10. Surveillance

RACS conducts a surveillance on applicant's compliance to its obligations,
By signing this document, the applicant agrees to arrange the regular surveillance audits.

To preserve the certification, the applicant accepts that RACS conducts onsite surveillance visits (at least once a year during the period of certification validity).

RACS retains the right of determining where product tests have to be performed (at customer's facilities or in external laboratory).

The applicant accepts to:

a) Provide RACS with samples of the product when requested.
b) Send the samples to the external laboratory if needed and to bear the related expenses. If the applicant refuses the visit of auditors or the tests on samples without convincing reasons, the certification will be suspended or withdrawn.
c) The applicant undertakes to keep at disposal of RACS, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the corrective actions.

While performing the surveillance, the following issues are always taken into account:

- Closing non-conformities effectively.
- changes in organizational structure, documentation or process/plant changes compared

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with the previous audit;
- Appeals and complaints against applicant.

RACS communicates (through its operations manager or the deputy) with the applicant for evidences of correcting the non-conformities and completing the corrective actions raised during the surveillance audit.

If the results of the surveillance do not allow the certification to be maintained, RACS shall promptly inform the applicant about pending non-conformities. RACS establishes a maximum deadline of 60 days to solve such non-conformities.

When this period above expires without sufficient actions by the applicant, the procedure of suspension/withdrawal of certificates is being followed. The certification cannot be confirmed to be valid again until the solutions and the corrective actions due to possible critical non-Conformities are effectively closed.

The supplementary surveillance audits with intervals of less than 12 months can be required by RACS if critical non-conformities are found. These audits are charged to the applicant.

Furthermore, if RACS receives notifications regarding complaints, non-conformities or doubts regarding the product conformity or the reliability, RACS has the right to conduct supplementary audits in order to verify the maintenance of compliance with the normative documents and applicable standards which.

Notes:

a- The applicant should allow the conduct of sudden evaluations by RACS accompanied with Auditors from the accreditation bodies where the accreditation body can ask on these sudden evaluation audits on RACS and its customers.

b- The costs of sampling, tests and all sorts of visits have always to be paid by the applicant.

11. Changes and modifications done by the applicant affecting certification

In the case changes affecting certification occur from the applicant side, the applicant is obliged to immediately inform RACS on any of the below mentioned changes:

a. Any intended modification in the product, its design, its packaging materials, the manufacturing process or the quality management system;

b. Change or modification in key personnel appointment or position, such change will affect the product intended for certification due to the interference of those personnel in production or manufacturing of the products.

c. Any change concerning specification of the certified product, whether it is a change in the composition (removing or adding new raw materials), modification of production process, changes of manufacturing site, changes in the label (content, color or packaging materials) and any other changes that are considered to affect certification.

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In all way, it is advisable for the applicant to inform RACS for any changes to identify whether they affect certification.

12. Complaints handling by the applicant

The applicant shall keep records and upon request report to RACS about any complaints regarding those aspects of the products covered by the certificate. The applicant shall take appropriate actions on these complaints and any deficiencies found in products or services that affect compliance with the requirements for certification.

Furthermore, the applicant is required to maintain records detailing all complaints from their customers indicating that they have investigated the problem, assigned responsibilities, completed corrective actions, and made suitable responses to their customers. These records must be available for RACS review at each assessment, surveillance, or reassessment visit.

In addition, if any complaint received by the applicant, the applicant or any interested party where it is necessary to visit the premises of the applicant, then the applicant shall make all necessary arrangement and demonstrate the actions taken on such complaints.

13. Publicity

The applicant has the right to publish that it has a certificate for the product to which the certificate applies.

Among other methods, RACS will publicize its authorization of certifying compliance of applicant's product(s) to an applicable standard at the website of RACS or remove such authorization from such website upon cancellation of this agreement.

14. Suspension/ withdrawal / cancellation of certificate

RACS can revoke the certificate in case the applicant fails to comply with this agreement, its terms and conditions. RACS can notify the applicant that it is withdrawing/ cancelling or suspending the certificate at any time after its issue.

15. Subcontracting

The applicant agrees to permit elements of the certification process to be performed by a subcontractor authorized by RACS.

16. Expiration period for pending applications

By signing this document, the applicant agrees that; applications for certification that are pending for more than **180** calendar days from the date it was received (due to identified deficiencies in the application package), will be closed and terminated. If the applicant desires to continue the certification process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application.

Furthermore, a specific period of time is allowed for taking actions on non-conformance of first certification, surveillance, or recertification audit as following:

90 days for corrective actions in certification assessment
60 days for corrective actions for surveillance or recertification assessment.

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60 days for suspension of certificate, (with one final extension to 30 days if applicant provides convincing justification for extension), Total of 120 Days period for Surveillance and recertification corrective actions provision by applicant.

17. Authorization

The applicant hereby gives the permission to RACS and its team or subcontracted personnel to perform audit for all required departments, and agrees to fulfil payment of all related cost for the certification process. RACS may start exchanging information and visits once this agreement is signed. This statement shall be considered as authority to execute the certification as agreed in this agreement.

18. Control the use of certification Mark:

By signing this agreement, the applicant acknowledges, recognizes and accepts terms and conditions for the use of "mark of conformity" including specifications, types of breach/ misuse of certification, disciplinary actions & liabilities, and the procedure of control of the use of certificate and mark of conformity available on the Website/Publicly available information of RACS.

This agreement is executed by:

RACS		**Applicant**	
Represented by	Hamed Jamal	Represented by	
Date		Date	
Signature		Signature	

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